

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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MARLENA PLIZGA,

Plaintiff,

-against-

15-cv-8820 (LAK)(BCM)

LITTLE POLAND RESTAURANT, INC., et al.,

Defendants.
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ORDER

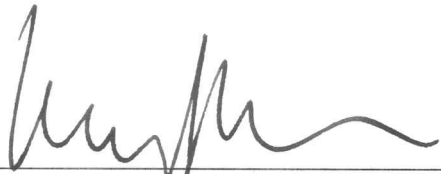
LEWIS A. KAPLAN, *District Judge*.

Before the Court is a proposed settlement in an action brought under the Fair Labor Standards Act, the New York Labor Law, and state and local anti-discrimination laws. The magistrate judge recommended that the Court deny the parties' request for court approval of the proposed agreement without prejudice to remove or modify a confidentiality provision that would bar the plaintiff from disclosing the terms of the parties' settlement. DI 22. The parties subsequently have filed an amended settlement agreement [DI 24] modifying that confidentiality language.

The Court concludes that the proposed amendment adequately addresses the confidentiality issue that the magistrate judge had identified. The Court, however, declines to approve the proposed settlement because it contains a release clause "far too sweeping to be 'fair and reasonable.'" *Lopez v. Nights of Cabiria, LLC*, 96 F. Supp. 2d 170, 181 (S.D.N.Y. 2015); *see Cheeks v. Freeport Pancake House, Inc.*, 796 F.3d 199, 205 (2d Cir. 2015). "The parties have every right to enter into a settlement that waives claims *relating to the existing suit* in exchange for a settlement payment," but not "to erase all liability whatsoever in exchange for partial payment of wages allegedly required by statute." *Lopez*, 96 F. Supp. 2d at 181 (emphasis added). This denial is without prejudice to modify or remove the offending term.

SO ORDERED.

Dated: November 15, 2016



Lewis A. Kaplan
United States District Judge